# COLLECTIVE BARGAINING AGREEMENT

***Between the***

**KITTITAS COUNTY**
**BOARD OF COUNTY COMMISSIONERS**

***And***

**KITTITAS COUNTY PRESIDING JUDGES FOR SUPERIOR COURT,**
**LOWER DISTRICT COURT, AND UPPER DISTRICT COURT**

***And***

**TEAMSTERS UNION LOCAL NO. 760**
**Affiliated with the International Brotherhood of Teamsters**
**Representing Misdemeanant Probation &**
**Juvenile Court Services Employees**

**January 1, 2013 – December 31, 2015**

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## ARTICLE 1 - PREAMBLE AND PURPOSE OF AGREEMENT

1.1 This Agreement is entered into by and between the Board of Kittitas County Commissioners for Kittitas County, Washington, which is hereinafter referred to as the "Employer", and Teamsters Union Local No. 760, hereinafter referred to as the "Union" on behalf of the employees. The purpose of this Agreement is to comply with all applicable statutory provisions and to increase the general efficiency of the Misdemeanant Probation Department and to maintain harmonious relations between the County and the Union.

1.2 As part of the purpose of the Agreement, the parties agree to the inclusion of the subjects of wages, hours, working conditions and other provisions.

## ARTICLE 2 - RECOGNITION

2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all regular full-time and regular part-time employees of Kittitas County Probation Services – Misdemeanant Probation and Juvenile Court Services, excluding the Probation Services Director, the AJCA/Probation Manager, Chief Probation Officer, Diversion Coordinator and the Office Clerical employees.

2.2 Teamsters Union Local No. 760 recognizes the Board of County Commissioners and the Presiding Judges for Superior Court, Lower District Court, and Upper District Court, or their designees, as representing the Employer.

## ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

3.1 All employees who, as of the date of execution of this Agreement, have signed or who, after the date of execution of this Agreement, sign a dues check-off authorization shall be obligated as a condition of employment to continue to pay regular dues each month to the Union through the check off procedure for the duration of the Collective Bargaining Agreement. It shall be a condition of employment that employees covered by this Agreement shall, on the thirtieth (30th) calendar day following the beginning of such employment become and remain members in good standing in the Union for the duration of the Collective Bargaining Agreement.

3.2 Upon written proof of bona fide religious tenets, pursuant to RCW 41.56.122, an employee may choose to pay an amount of money equivalent to regular union dues and initiation fee to a non religious charity or to another charitable organization in accordance with the provisions of RCW 41.56.122. If such employee pursuant to this section requests the Union to use the Grievance

and Arbitration Procedure on the employee's behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure.

3.3 In the event an employee fails to apply for or maintain membership in the Union as required in Section 3.1 or 3.2 of this Agreement, the Union may give the Employer notice of this fact and upon request of the Union within fourteen (14) calendar days following receipt of such notice, the service of such employee shall be terminated by the Employer.

3.4 When the Employer hires a new employee, the Employer shall, within thirty (30) calendar days of the date of employment, notify the Union in writing giving the name, Social Security number, hire date, address and classification of the hired employee. The Union agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, orders or judgments arising from the administration and effects of this Section.

3.5 When provided with a "voluntary check off" authorization in the form furnished by the Union and signed by the employee, the Employer agrees to deduct from that employee's pay the Union's applicable dues and/or service fees, as prescribed in the "voluntary check off" form. The full amount of money so deducted from the employee shall be promptly forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee. The Union agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, orders or judgments arising from the administration and effects of this Section.

## ARTICLE 4 - MANAGEMENT RIGHTS

4.1 The Union recognizes the prerogative of the Employer to operate and manage the affairs of Misdemeanant Probation and Juvenile Court Services in accordance with the responsibilities of said Department, lawful powers and legal authority.

4.2 Except as otherwise provided in this Agreement, the affairs/prerogatives of the Employer shall include but not be limited to the following: (A) the right to establish lawful working rules and procedures; (B) the right to schedule work and overtime work, and the methods and processes by which said work is to be performed consistent with the Employer's obligations to the public; (C) the right to hire, transfer, suspend, discharge, lay off, recall, promote, or discipline employees as deemed necessary by the Employer; (D) the right to determine the size and composition of the work force and to assign employees to work locations and shifts; (E) the right to determine what duties shall be performed by various personnel; (F) the parties understand that incidental duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed

by the employees when requested by the Employer. The foregoing Employer prerogatives shall not be deemed to be exclusive of other Employer prerogatives, which are not specifically referenced hereinabove.

4.3 Past Practices: If the Employer chooses to change past practice, the Employer shall provide thirty (30) calendar days notification, except in the event of an emergency (in which case practical notice is advised), to the Union and shall provide the Union with an opportunity to negotiate the Employer's proposed change to past practice. The notification and opportunity to negotiate shall not impede or affect the Employer's right to change past practice. Should the parties not reach agreement the Union recognizes the right of the Employer to change past practice without further negotiation.

## ARTICLE 5 - UNION RIGHTS

5.1 The Union does not waive its rights under applicable State or Federal law except as those rights are waived, affected or set forth within the terms and conditions of the Collective Bargaining Agreement.

5.2 While the Employer may establish work rules, the Union reserves the right to grieve the reasonableness of such rules.

## ARTICLE 6 - EMPLOYEE RIGHTS

6.1 Every employee covered by this agreement shall have access to the rights and benefits recorded in Kittitas County's Personnel Policies Manual, as maintained and updated by the Board of County Commissioners. Where language is in conflict between the two documents, this agreement will take precedence.

## ARTICLE 7 - DEFINITIONS OF EMPLOYEES

7.1 Regular Full-time Employees: An employee who is regularly scheduled or compensated a minimum of forty (40) hours per week.

7.2 Regular Part-time Employee: An employee who is regularly scheduled or compensated for less than forty (40) hours per week. A part-time employee working twenty (20) or more hours per work week shall be entitled to pro-rated insurance benefits, sick leave, vacation, and paid holidays. The calculation for pro-ration shall be based upon the number of hours worked per week divided by the number of hours in a full working week for the position.

7.3 Probationary Employee: A newly hired employee who has not completed twelve (12) calendar months of service with the Employer since the first day of

employment. Probationary employees shall work under the provisions of this Agreement but shall be only on a trial basis, during which period said employee may be discharged without any recourse.

7.3.1 If a probationary employee fails to attend or satisfactorily complete the required State Academy for the position held within six (6) months of employment, said employee shall be terminated without any recourse. If the State Academy is not offered within the employee's first six (6) months of employment, the employee may have an additional six (6) months in which to attend and successfully pass. The employee must attend the course when offered or be subject to termination without recourse.

## ARTICLE 8 - SENIORITY

8.1 "Seniority", as used in this Agreement, is determined by the length of an employee's continuous service within the bargaining unit since the employee's last date of hire.

8.2 The Employer will provide the Union with copies of the seniority list upon request to the Human Resource Department. The Employer will have up to two (2) workdays to process the request.

8.3 An employee shall lose all seniority, forfeit rights and the Employer shall have no obligation to rehire said employee under the following conditions:

A. The employee voluntarily leaves the service of the Employer in this bargaining unit; or,
B. The employee is discharged for just cause; or,
C. The employee is discharged during the probationary period; or,
D. The employee is laid off for a period in excess of twelve (12) consecutive calendar months.

8.4 Seniority will operate on a classification basis; classifications covered by this contract are described below.

A. Sr. Misdemeanant Probation Officer
B. Misdemeanant Probation Officer
C. Sr. Misdemeanant Case Manager
D. Misdemeanant Case Manager
E. Juvenile Probation Counselor
F. Field & Custody Counselor

8.5 Employees may carry over their seniority from one classification to another classification, provided, however, when said seniority is transferred it

applies for all purposes with the exception of a layoff wherein only the employee's seniority gained within the particular classification affected will be used for layoff purposes.

8.6 An employee who is promoted within the bargaining unit shall be considered probationary at that position for a period not to exceed six (6) consecutive calendar months from the date such promotion occurs. If the promoted employee declines the job or the Employer deems the employee to be unsuited for the job, within six (6) consecutive calendar months, the employee shall revert to their former position without prejudice.

8.7 If a new or vacant position is to be filled, seniority shall be the determining factor provided the applicants are otherwise qualified based upon training, experience, performance and ability as determined by the Employer.

## ARTICLE 9 - LAYOFF AND RECALL

9.1 In the event of a layoff or reduction in personnel by the Employer, employees will be laid off by classification in reverse order of their seniority provided that the remaining employees have the ability to perform the work in a satisfactory manner as determined by the Employer. In the event of a post-layoff vacancy in the department, an employee who has been laid off will have the first opportunity to fill said vacancy or vacancies by the order of their seniority in the appropriate classification. Notification of eligibility shall be by certified mail to the employee's last known address within twelve (12) months following the layoff or reduction in personnel.

## ARTICLE 10 - ANNUAL LEAVE

10.1 All regular employees shall accrue and be granted the following vacation accumulation hereinafter referred to as annual leave, according to the following schedule:

| | |
|---|---|
| 6 months through 1 year | 3.5 hours per month |
| 2 years through 7 years | 10 hours per month |
| 8 years through 15 years | 13 hours per month |
| 16+ years | 17 hours per month |

10.2 Regular part-time eligible employee's annual leave shall be on a pro rata basis, based upon the employee's assigned hours.

10.3 During the first six (6) months of employment, no employee shall be allowed annual leave, nor shall leave be accrued.

10.4 Annual leave shall be applied in one-fourth (1/4) hour increments.

10.5 For employees hired after January 1, 2013, accrued annual leave shall only be paid out upon layoff, voluntary resignation, or death if the employee has completed twenty-four (24) consecutive months of employment. For employees hired prior to this date, accrued annual leave shall be paid to all regular employees who are laid off or who voluntarily leave the service of the Employer subject to the provisions of Section 10.6 below. In the event of death all unused accrued annual leave will be paid to the employee's estate. However, if Kittitas County, in its sole discretion, terminates employment for just cause, forfeiture of unused accrued annual leave will occur.

10.6 No employee shall carry over more than two-hundred forty (240) hours accumulated annual leave as of December 31st of any given year. Employees with a total of two-hundred forty (240) hours accumulated vacation may continue to accumulate days earned during a current calendar year provided that those additional vacation days are used within that year. If said accumulated vacation days in excess of two-hundred forty (240) hours are not used by December 31st of any given year, then said days shall lapse. Any employee who terminates or retires will receive no more than two hundred forty (240) hours annual leave paid at the time of termination or retirement.

## ARTICLE 11 - HOLIDAYS

11.1 The following legal paid holidays shall be recognized:

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
One Floating Holiday

11.2 Should State law be amended to mandate any additional holidays for employees covered by this Collective Bargaining Agreement, then Section 11.1 will be amended accordingly.

11.3 Whenever a legal holiday falls on Saturday, the proceeding Friday shall be observed as the holiday and whenever such holiday falls on Sunday, the following Monday shall be observed as the holiday.

11.4 If December 24th falls on a regular working day, the Courthouse shall be closed one-half (1/2) day commencing at noon. If the Courthouse is closed on December 24th, either because it falls on a weekend or because Christmas falls on a Saturday, then and in that event, there will be no half (1/2) day closure on any other date.

## ARTICLE 12 - HOURS OF WORK - OVERTIME

12. 1 The work day shall consist of eight (8) hours of work in a five (5) day workweek or ten (10) hours of work in a four (4) day workweek, including rest periods, unless an alternate schedule has been agreed to in writing by both Employee and Employer.

12.2 There shall be twelve (12) pay periods for each calendar year.

12.3 Each full workday shall include a minimum thirty (30) minute unpaid meal period as near the middle of the workday as practical. Rest breaks shall consist of two (2) fifteen (15) minute paid periods, one (1) during the first half of the shift, the second during the second half of the shift.

12.4 The normal workweek will be Sunday through Saturday, unless otherwise agreed to in writing by both Employee and Employer.

12.5 Overtime: All hours in excess of forty (40) in a seven (7) day period shall be paid at one and one-half (1 ½) times the employees regular time rate of pay. Annual leave, sick leave, bereavement leave, and holidays will be considered time worked and will factor into the forty (40) hours used to calculate overtime. There will be no pyramiding of overtime.

12.5.1 All overtime shall be paid for in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes.

12.6 When an employee drives, travel time to and from any Employer required authorized and assigned school or training shall be considered hours worked in accordance with the Fair Labor Standards Act.

12.7 Juvenile Employees: An employee assigned to on-call duty will be paid $.50 per hour for each hour on-call, not to exceed 128 hours per week unless mutually agreed in advance by the Employee and Employer. The 128-hour

threshold is based on the number of hours in a week (168) less the number of regular work hours in a week (40). It is the intent and right of management to reassign on-call status if it is in the best interest of the Employer. Both parties agree that on-call hours are not considered hours worked for the purpose of computing overtime.

## ARTICLE 13 - BEREAVEMENT LEAVE

13.1 Bereavement Leave: An employee shall be allowed up to three (3) working days of absence with full pay when arranging for or attending the funeral of a member of their immediate family. Immediate family shall be defined as spouse, child, stepchild, parent, brother, sister, grandparent or grandchild of the employee or of his spouse or a more distant relative if living in the same household.

13.2 Two (2) additional days, up to five (5) days total, may be granted in the event the death/funeral occurs out of state.

## ARTICLE 14 - SICK LEAVE

14.1 Sick Leave Accrual: Employees shall be awarded eight (8) hours of sick leave for each month of employment, and may accumulate up to one thousand one hundred twenty (1,120).

14.2 Less than full time eligible employees shall accumulate sick leave on a pro rata basis, based upon the employee's assigned hours.

14.3 A deduction, hour for hour of scheduled work, from accrued sick leave shall be made for each absence due to illness, injury, medical treatment, or to care for an employee's child, spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition, as allowed by RCW 49.12.270. Should an eligible employee use less than one (1) full working day of sick leave, such sick leave will be deducted on an hour for hour basis, in quarter hour increments.

14.4 Whenever an employee is on vacation or annual leave and becomes sick or disabled so as to prevent his employment if required to work, he may charge such absence to his accumulated sick leave account by satisfactory notice at the time of sickness or disability to the Employer. The scheduled time off shall be deferred to a later date.

14.5 If an employee is absent from work three (3) days or more, the Employer may require a doctor's certificate upon said employee's return to work.

14.6 Any employee found to have abused the provisions of sick leave privilege by falsification or misrepresentation may be subject to disciplinary action.

14.7 Insurance Continuation By Employee: An employee who is absent from work shall be responsible for payment of the Employer and the employee's portion of the premium for health care insurance programs during months in which the employee has no compensation owing (i.e. for work performed or through use of accumulated sick, vacation, or other paid leave), with the exception of FMLA-qualified leave without pay (see 14.9). This provision is conditioned by any restrictions, limitations, or prohibitions by the insurance carriers or the Washington Counties' Insurance Fund's procedures and guidelines, then no such opportunity or benefit will be provided. Should the Employer be required to terminate coverage, the employee will be offered COBRA.

14.8 Leave Sharing: Employees may share leave with other County employees as provided by the –Kittitas County Shared Leave Policy.

14.9 Family Medical Leave Act (FMLA): Under the terms of the Family Medical Leave Act, employees may request leave without pay under the following conditions:

1. For the birth of a son or daughter, and to care for the newborn child;
2. For placement with the employee a son or daughter for adoption or foster care;
3. To care for the employee's spouse, son, daughter or parent with a serious health condition; and,
4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

14.9.1 Consistent with FMLA and adopted regulations, eligible employees are entitled to request leave without pay for up to twelve (12) work weeks within a twelve (12) month period. The twelve (12) month period is a rolling 12-month period measured backward from the date taken and continuous with each additional leave day taken.

14.9.2 This policy shall be consistent with the FMLA and adopted regulations, and is not intended to expand upon the rights set forth in said Act or regulations. The Employer will require employees to first use and exhaust all paid leave available to the employee as part of any family medical leave. The employee is required to request, in writing, family medical leave on forms provided by the County, which include a physician's verification. The County will continue to provide the Health & Welfare contribution consistent with Article 25 during leave covered by the FMLA.

14.10 Employee Carrie Panattoni shall retain sick leave cash out consistent with the Kittitas County Personnel Policies Manual. This provision shall only apply to Carrie Panattoni during her employment in the Department.

## ARTICLE 15 - MILITARY LEAVE

15.1 Every employee covered by this agreement who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States, or of any organized reserve or armed forces of the United States shall be entitled to, and shall be granted, military leave of absence from employment for a period not exceeding twenty-one (21) days during each year beginning October 1st and ending the following September 30th. Such leave shall be granted in order that the person may report for active duty, when called, or take part in active training duty in such manner and at such time as he or she may be ordered to active duty or active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive from the Employer the employee's regular rate of pay for their permanent classification. When orders are issued, a copy will be provided to the supervisor prior to leave being taken.

## ARTICLE 16 - COMPENSATION FOR WITNESS OR JURY DUTY

16.1 An employee shall continue to receive his regular salary for periods of required service as a juror or witness for a work related case. An employee shall not receive any salary for periods of service as a witness in a civil case or a criminal case in which they are a defendant. The Employer shall pay the difference between the scheduled fees and the employee's hourly wage. The employee shall not be required on his own time to apply for such fees. Absence for witness or jury duty shall be separate from sick leave or annual leave, unless the employee becomes ill or injured and cannot report for witness or jury duty. The Employee will be expected to report for work when less than a normal workday is required by such duties.

## ARTICLE 17 - LEAVE OF ABSENCE

17.1 The Employer may authorize up to ninety (90) working days unpaid leave of absence per calendar year to an employee for purposes of family business, hardship, or other employee needs. Such leave shall not be in addition to any state or federal Family and Medical Leave. The granting of said leave shall be at the sole discretion of the Employer. Accrued available sick leave and vacation leave, if applicable, shall be used before any leave of absence without pay can be authorized. Authorized leave of absence without pay shall not interrupt prior or

continuous employment; however, the employee shall not be credited with earned annual leave, sick leave, or any other benefits during the period of authorized unpaid leave of absence. For leave without pay absences greater than or equal to 80 hours (for full-time, 40-hour employees) in any one pay period, leave accruals will not accumulate and the anniversary month will be adjusted accordingly.

17.2 Subject to the terms, conditions, and limitations of the applicable plans, health insurance premiums will not be paid by Kittitas County during the course of a non-FMLA unpaid leave of absence. Premium benefits paid by Kittitas County will be prorated to the percentage of hours actually worked. The employee will be responsible for the difference between the county-paid prorated cost and the full premium amount. If the employee does not meet the minimum hours to be eligible for benefits, the employee will be offered COBRA. Following the first full month of return to work, benefits will again be provided by Kittitas County according to the applicable plans.

## ARTICLE 18 - DISCIPLINE AND DISCIPLINARY PROCEDURES

18.1 The Employer may discipline an employee only for just cause. Discipline shall be carried out in a manner which is least likely to embarrass the employee before other employees or the public.

18.2 Disciplinary action or measures shall include the following:

A. Verbal Reprimand
B. Written Reprimand
C. Disciplinary Probation
D. Suspension without Pay
E. Demotion
F. Discharge

18.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document prior disciplinary matters. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offense and prior record of discipline inclusive of field notes referencing oral warnings relating to misconduct. The order in which these criteria appear is not indicative of their priority. An employee may be suspended without pay when said employee has first received one (1) written reprimand relating to said employee's previous work or conduct. An employee may be discharged when said employee has first received a suspension relating to said employee's previous work or conduct. All previous disciplinary actions in an

employee's file may be evaluated and considered in a disciplinary action. The following illustrates the disciplinary actions and options available to the Employer under this concept:

A. First offense ... verbal reprimand, written reprimand
B. Second offense ... written reprimand, suspension without pay
C. Third offense ... written reprimand, suspension without pay, demotion, discharge.

18.4 Notwithstanding subsection 18.3 above, the Employer may immediately suspend without pay or discharge an employee for a serious event which constitutes just cause for discipline inclusive of such events as are deemed to be just cause by the Kittitas County Personnel Policies Manual as set forth by the Board of County Commissioners or as amended.

18.5 Complaints which could result in discipline shall be brought to the attention of the employee within fifteen (15) calendar days after the supervisor learns of the complaint. The Employer shall have thirty (30) days following notice to the employee to make a decision regarding discipline. This time limit may be extended due to unexpected caseload, vacation conflicts, emergency or other necessary reason. Notice to the Union setting forth the reasons for extension shall be provided by the Employer. In cases involving internal investigations or criminal conduct where disclosure could affect the investigation, the timelines set forth above shall not apply.

18.6 Any employee who is under investigation for disciplinary action which may result in a permanent notation in the employee's personnel file or which may result in suspension without pay, demotion or discharge, shall before being required to respond or answer questions pertaining thereto, be informed of the existence and nature of the investigation.

18.7 The provisions of this Article shall not apply to newly hired employees serving a probationary period. Probationary employees shall work under the provisions of this Agreement, but shall be only on a trial basis, during which period they may be discharged without any recourse. Probationary employees shall have access to the grievance procedure for any non disciplinary matters.

18.8 Unless circumstances exist which warrant immediate suspension or discharge, the employee shall before the disciplinary action is finalized, have the opportunity to discuss the matter with his/her immediate supervisor, and be informed of the nature of the charges, and the facts supporting them. The employee shall be given an opportunity to respond to the charges, including a reasonable time (not to exceed ten (10) calendar days) to consult a Union representative.

## ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If, however, a grievance cannot be resolved through informal means, the grievance will be settled as hereinafter provided.

19.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement between the Employer and the Union.

19.3 Any party who believes that they have a grievance arising out of the terms of this Agreement may personally, or through a representative, apply for relief under the provisions of this Article.

19.4 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual agreement of the parties to the grievance.

19.5 If any party fails to file a grievance, other than for disciplinary actions, within thirty (30) calendar days of its occurrence, then said grievance shall be forever waived and shall be null and void. If a matter involves disciplinary action then any party must file a grievance within ten (10) calendar days from the date of such disciplinary action otherwise said appeal or grievance is forever waived and shall be null and void. Failure to pursue a grievance to the next step renders final and conclusive the last determination and response.

19.6 A grievance may be verbally presented by the aggrieved employee to the employee's immediate supervisor. The employee shall have the option of being accompanied by his Union representative, or a representative of his own choosing if he feels that it is necessary. The immediate supervisor shall respond within three (3) working days. If the matter is not satisfactorily resolved, then the grievant may initiate a formal grievance in accordance with the provisions hereinabove and the following procedure, which in any case, shall be done within ten (10) calendar days of the date of disciplinary action or within thirty (30) calendar days from the date of another type of occurrence.

19.7 Should the Union or the Employer have a concern which could result in a grievance, either party may choose to bring up the matter within thirty (30) calendar days of the concern giving rise to the potential grievance or said grievance shall be forever waived and null and void. The aggrieved party shall first

discuss the matter with the other party to provide an opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. Should the matter not be resolved informally, the moving party may elect to take the matter to formal grievance.

19.8 The formal grievance procedure shall be as follows:

Step 1: If the grievance involves occurrences other than disciplinary actions, the grievance shall be presented in written form to the Probation Services Director within twenty (20) working days from its occurrence. In the event the matter relates to disciplinary action, then the grievance shall be presented in written form to the Director within ten (10) working days from the disciplinary action. The Director and/or designee shall meet with the employee and their Union Representative and attempt to settle the matter. The Director shall respond in writing within ten (10) working days of said meeting, or the receipt of the grievance, whichever is later.

Step 2: If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, the following will occur:

A. For issues that involve wages and/or benefits: Within ten (10) working days of the response in Step 1 above, the grievance, in written form, shall be presented to the Board of County Commissioners with a copy to Human Resources and the Presiding Judge. The parties shall arrange a meeting between the aggrieved employee and the Union Representative, and the Board and County representatives within ten (10) working days for resolution of the issue. The Board of County Commissioners shall issue their written decision within ten (10) working days of the meeting referenced hereinabove, or receipt of the grievance, whichever is later.

B. For issues that involve hiring, firing, discipline or working conditions: Within ten (10) working days of the response in Step 1 above, the grievance, in written form, shall be presented to the Presiding Judge with a copy to Human Resources. The Judge shall attempt to schedule a meeting with the aggrieved employee and Union Representative within ten (10) working days to discuss the grievance. The Judge shall respond in writing to the aggrieved employee and their Union Representative, with a copy to Human Resources, within ten (10) working days of the meeting.

Step 3:

A. For issues that involve wages and/or benefits: If the grievance has not been resolved at Step 2, the BOCC or the Union may refer unsettled grievances to final and binding arbitration.

a) Notice Time Limitation: The referring party shall notify the other party in writing by certified mail of submission to arbitration within ten (10) working days after receipt of the Step 2 response.

b) Arbitrator Selection: After timely notice the parties shall select an arbitrator in the following manner:

In the event neither party agrees on a neutral arbitrator, then either party may request that the Public Employment Relations commission (PERC) submit a list of nine (9) names. If the parties cannot mutually agree on an arbitrator from the list of nine (9), then the parties shall meet and flip a coin. The winning party shall strike one (1) name from the list and communicate that choice to the other party. The losing party will strike one (1) name from said list, and so on. The remaining name shall be the arbitrator.

c) Decision Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of the arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) calendar days or as soon as possible thereafter, unless an extension of time is agreed upon as provided for herein.

d) Limitations - Scope - Power of the Arbitrator:

a. The arbitrator will not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.

b. The arbitrator shall have the power to interpret and apply the terms of the Agreement and/or determine whether there has been a violation of the terms of this Agreement.

c. The arbitrator shall consider and decide only the question or issue raised at Step 1 and/or Step 2.

d. In conducting a hearing, the arbitrator shall keep a verbatim record of testimony either by tape recording or court reporter. The party or parties requesting or using transcription of the official records shall share equally in the cost of such services. The arbitrator shall also have the authority to receive evidence and question witnesses.

e. Decisions regarding changes in past practices (Section 4.3) shall be advisory only.

e) Arbitration Award - Damages - Expenses:

a. The arbitrator shall not have the authority to award punitive damages.

b. Each party hereto shall pay the expenses of their own representatives, attorneys, witnesses and other costs associated with the presentation of their case and the expenses, as well as one-half (1/2) the expenses of the arbitrator.

B. For issues that involve hiring, firing, discipline or working conditions: In the event no agreement is reached through Step 2 of the grievance process, the Union may pursue any remedy available under law.

## ARTICLE 20 - WAIVER OF PORTION OF AGREEMENT

20.1 The expressed provisions of this Agreement may not be waived except by mutual agreement of the Union and the County, and in any individual case, the affected employee. Neither County nor Union will ask for or accept a voluntary waiver by an employee without prior consent of the other party.

## ARTICLE 21 - SAVINGS CLAUSE

21.1 Should any section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific section or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

## ARTICLE 22 - STRIKES AND LOCKOUTS

22.1 Strikes, slowdowns, work stoppages, or any other interference with the work by the employees are prohibited.

22.2 The Employer may discharge and/or discipline any employee who violates Section 22.1. No employee shall be entitled to any pay and/or benefits for the period in which he/she engaged in any strikes, slowdowns, work stoppages or other interference with work.

22.3 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

22.4 No lockout of employees shall be instituted by the Employer.

## ARTICLE 23 - HEALTH & WELFARE

23.1 The Employer participates in an insurance trust with the Washington Counties Insurance Fund, which provides a choice of major medical, dental, vision, and basic life insurance plans for employees of the County.

23.1.1 Effective January 1, 2013, the Employer agrees to contribute $675.46 per employee per month for benefit premiums and contributions to be used to purchase employee healthcare coverage (medical, dental, vision, and basic life) through the Washington Counties Insurance Fund. Any monies not required for employee healthcare coverage may be designated by the employee to purchase dependent healthcare coverage (medical, dental, vision, and basic life) through the Washington Counties Insurance Fund.

23.1.2 Effective January 1, 2014, the Employer agrees to contribute $675.46.

23.1.3 Effective January 1, 2015, the Employer agrees to contribute $675.46.

Purchase of employee healthcare coverage is mandatory in all areas offered through the Washington Counties Insurance Fund (medical, dental, vision, and basic life). Purchase of dependent healthcare coverage is optional.

The County contribution may be directed into any cafeteria qualified plan adopted by the County during the length of the contract. Effective the first payroll cycle following contract ratification, any monies remaining after being applied to mandatory employee coverage and optional dependent coverage shall be

contributed to an HRA VEBA program. All dependent healthcare premium must be paid prior to contributing to VEBA.

A Health Reimbursement Arrangement (HRA) is one type of Voluntary Employees' Beneficiary Association (VEBA) plan allowed under the Internal Revenue Code.

23.2 Provision 23.1 is contingent upon the continued selection and/or availability of the specific medical coverage programs through the Washington Counties Insurance Fund. Should the County choose to implement different healthcare options, the provisions of 23.1 shall be replaced with the plan(s) in place for the non-represented employees of Kittitas County.

23.3 The employee will continue to receive the Employer contribution and related coverage as long as they continue to meet all eligibility requirements.

23.4 The parties mutually agree that the Union may vote to move to Teamsters medical (Plan C), Dental, Vision, and Life (composite coverage); however, they must notify the County HR Director of their final decision in writing no later than November 1 for the change to occur the following year. In that event, the employer contribution shall continue to be $675.46. It should be noted that Teamsters medical operates with a lag month, which would cause a gap in coverage by one month, or a double deduction to ensure a gap does not occur. Mid-year changes will not be allowed.

## ARTICLE 24 - SALARIES CLASSIFICATIONS WAGE RATES OTHER PROVISIONS

24.1 Effective January 1, 2013, employees will receive a 2% wage increase.

24.2 Effective January 1, 2014, employees will receive a 1% wage increase.

24.3 Effective July 1, 2014, employees will receive a 1% wage increase.

24.4 Effective January 1, 2015, employees will receive a 1% wage increase.

24.5 Effective July 1, 2015, employees will receive a 1% wage increase.

Salary classifications and wage rates are contained in Appendix "A" attached hereto and incorporated by this reference. For the duration of this agreement step increases shall be frozen for all employees.

## ARTICLE 25 - PAY ARRANGEMENTS

25.1 All employees shall be paid monthly, the last working day of the month, there shall be no deductions other than required by law or authorization in

writing by the employee. The requirement to pay the last working day of the month is conditioned on there being no mechanical or procedural problems.

25.2 The Employer shall furnish each employee with an itemized statement of earnings and deductions, specifying hours paid and other compensation payable to him as well as any and all deductions from his gross wages for the pay period.

25.3 Upon discharge or quitting, the Employer shall pay monies due the employee less appropriate deductions in accordance with the terms and conditions of this Collective Bargaining Agreement on the pay period following such quitting or discharge.

## ARTICLE 26 - RETIREMENT CONTRIBUTION & INDUSTRIAL ACCIDENT INSURANCE

26.1 The Employer shall pay into the appropriate employees retirement program and Industrial Insurance program as required, at the prescribed rate, by law.

## ARTICLE 27 - LIABILITY INSURANCE

27.1 The Employer agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of their employment.

## ARTICLE 28 - UNION ACTIVITY

28.1 Union Investigation and Visitation Privileges: The business representative of the Union, with the permission of the Probation Services Director or designee, may visit the work location of employees at any reasonable time and location for the purpose of investigating grievances. Such representative shall limit his activities during such investigations to matters relating to this Agreement, provided, however, he shall not interfere with the operation of normal routine of any department. The Union shall not distract an employee while on duty.

28.2 Bulletin Board: The Union shall be entitled to maintain one (1) bulletin board in a conspicuous place within Misdemeanant Probation and Juvenile Court Services in Ellensburg, provided, however, materials to be placed on said bulletin board shall be restricted to notices and provisions related to this Collective Bargaining Agreement.

## ARTICLE 29 - MISCELLANEOUS PROVISIONS

29.1 Medical Exams: Any physical and/or mental examination(s), and/or inoculations which are required by the Employer, shall be taken on Employer time and shall be paid by the Employer. If the Employer requires a physical and/or mental examination the employee shall undergo the physical or mental examination by a physician or institution specified by the Employer.

29.2 Gender: Where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.

## ARTICLE 30 - PERSONNEL FILES

30.1 Employees shall have the right to review material in their personnel files maintained in the Employer's Human Resource Office during regular business hours. The employee may have a representative of the Union accompany him/her if so desired. Upon request, copies of documents in the personnel file shall be provided to the employee in person.

30.2 In the event evaluation reports are utilized, a copy will be placed in the individual's personnel file. The personnel file shall contain evaluation reports that have been completed by Management personnel.

30.3 Materials judged by the employee to be negative and/or derogatory may be answered by the employee in writing. Such written response shall be attached to the material in question and become a part of the personnel file. Said written response shall not change, alter, affect or modify the validity of materials placed in an employee's personnel file by administrative personnel.

30.4 Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including personal photographs, shall be confidential and shall restrict information in the files to use by authorized personnel only.

30.5 After one (1) year, an employee may request derogatory material other than periodic evaluations be expunged from the file. The Employer shall determine whether or not expunging of materials is appropriate.

30.6 When an employee reviews his/her personnel file, he/she shall sign and date the review and said signature shall signify acknowledgment of having read materials in the personnel file.

## ARTICLE 31 - NEGOTIATIONS AND TERM OF AGREEMENT

31.1 This Agreement shall be in full force and effect from date of signing except as otherwise provided, and shall remain in full force and effect through December 31, 2015. Either party may, upon ninety (90) calendar days notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect while the parties negotiate a successor agreement.

31.2 Negotiations for revisions to the subsequent collective bargaining agreement will take place in accordance with the following suggested schedule; provided, however, said schedule may be revised by mutual agreement of the parties:

A. The Union and the Employer agree to meet for preliminary discussions regarding bargaining during the month of August; and,

B. The parties shall establish collective bargaining sessions to commence thereafter on a mutually acceptable basis; and,

C. If the parties are unable to reach a mutually acceptable collective bargaining agreement through normal bargaining sessions, then and in that event, either party may proceed to mediation in accordance with the statutory provisions.

IN WITNESS WHEREOF this Agreement was signed this _____ day of _____, 2013.

BOARD OF KITTITAS COUNTY COMMISSIONERS

By: _____
Chairman

By: _____
Vice-Chairman

By: _____
Commissioner

TEAMSTERS LOCAL UNION NO. 760

By: _____
Secretary/Treasurer

By: _____
Presiding Superior Court Judge

By: _____
Presiding Lower District Court Judge

By: _____
Presiding Upper District Court Judge

ATTEST:

By: _____
Clerk of the Board

## APPENDIX "A"

| | *Current* | *01/01/13 (2.0%)* | *01/01/14 (1.0%)* | *07/01/14 (1.0%)* | *01/01/15 (1.0%)* | *07/01/15 (1.0%)* |
|---|---|---|---|---|---|---|
| **Sr. Misdemeanant Probation Officer** | | | | | | |
| Starting | $3,760 | $3,835 | $3,873 | $3,912 | $3,951 | $3,991 |
| After 1 Year | $3,834 | $3,911 | $3,950 | $3,990 | $4,030 | $4,070 |
| After 2 Years | $3,909 | $3,987 | $4,027 | $4,067 | $4,108 | $4,149 |
| After 3 Years | $3,988 | $4,068 | $4,109 | $4,150 | $4,192 | $4,234 |
| After 4 Years | $4,069 | $4,150 | $4,192 | $4,234 | $4,276 | $4,319 |

| | *Current* | *01/01/13 (2.0%)* | *01/01/14 (1.0%)* | *07/01/14 (1.0%)* | *01/01/15 (1.0%)* | *07/01/15 (1.0%)* |
|---|---|---|---|---|---|---|
| **Misdemeanant Probation Officer** | | | | | | |
| Starting | $3,614 | $3,686 | $3,723 | $3,760 | $3,798 | $3,836 |
| After 1 Year | $3,685 | $3,759 | $3,797 | $3,835 | $3,873 | $3,912 |
| After 2 Years | $3,760 | $3,835 | $3,873 | $3,912 | $3,951 | $3,991 |
| After 3 Years | $3,835 | $3,912 | $3,951 | $3,991 | $4,031 | $4,071 |
| After 4 Years | $3,910 | $3,988 | $4,028 | $4,068 | $4,109 | $4,150 |

| | *Current* | *01/01/13 (2.0%)* | *01/01/14 (1.0%)* | *07/01/14 (1.0%)* | *01/01/15 (1.0%)* | *07/01/15 (1.0%)* |
|---|---|---|---|---|---|---|
| **Sr. Misdemeanant Case Manager** | | | | | | |
| Starting | $3,142 | $3,205 | $3,237 | $3,269 | $3,302 | $3,335 |
| After 1 Year | $3,206 | $3,270 | $3,303 | $3,336 | $3,369 | $3,403 |
| After 2 Years | $3,272 | $3,337 | $3,370 | $3,404 | $3,438 | $3,472 |
| After 3 Years | $3,336 | $3,403 | $3,437 | $3,471 | $3,506 | $3,541 |
| After 4 Years | $3,405 | $3,473 | $3,508 | $3,543 | $3,578 | $3,614 |

| | *Current* | *01/01/13 (2.0%)* | *01/01/14 (1.0%)* | *07/01/14 (1.0%)* | *01/01/15 (1.0%)* | *07/01/15 (1.0%)* |
|---|---|---|---|---|---|---|
| **Misdemeanant Case Manager** | | | | | | |
| Starting | $3,039 | $3,100 | $3,131 | $3,162 | $3,194 | $3,226 |
| After 1 Year | $3,100 | $3,162 | $3,194 | $3,226 | $3,258 | $3,291 |
| After 2 Years | $3,161 | $3,224 | $3,256 | $3,289 | $3,322 | $3,355 |
| After 3 Years | $3,225 | $3,290 | $3,323 | $3,356 | $3,390 | $3,424 |
| After 4 Years | $3,291 | $3,357 | $3,391 | $3,425 | $3,459 | $3,494 |

| | *Current* | *01/01/13 (2.0%)* | *01/01/14 (1.0%)* | *07/01/14 (1.0%)* | *01/01/15 (1.0%)* | *07/01/15 (1.0%)* |
|---|---|---|---|---|---|---|
| **Juvenile Probation Counselor** | | | | | | |
| Starting | $3,614 | $3,686 | $3,723 | $3,760 | $3,798 | $3,836 |
| After 1 Year | $3,685 | $3,759 | $3,797 | $3,835 | $3,873 | $3,912 |
| After 2 Years | $3,760 | $3,835 | $3,873 | $3,912 | $3,951 | $3,991 |
| After 3 Years | $3,835 | $3,912 | $3,951 | $3,991 | $4,031 | $4,071 |
| After 4 Years | $3,910 | $3,988 | $4,028 | $4,068 | $4,109 | $4,150 |

| | *Current* | *01/01/13 (2.0%)* | *01/01/14 (1.0%)* | *07/01/14 (1.0%)* | *01/01/15 (1.0%)* | *07/01/15 (1.0%)* |
|---|---|---|---|---|---|---|
| **Juvenile Field & Custody Counselor** | | | | | | |
| Starting | $3,614 | $3,686 | $3,723 | $3,760 | $3,798 | $3,836 |
| After 1 Year | $3,685 | $3,759 | $3,797 | $3,835 | $3,873 | $3,912 |
| After 2 Years | $3,760 | $3,835 | $3,873 | $3,912 | $3,951 | $3,991 |
| After 3 Years | $3,835 | $3,912 | $3,951 | $3,991 | $4,031 | $4,071 |
| After 4 Years | $3,910 | $3,988 | $4,028 | $4,068 | $4,109 | $4,150 |

Per Article 24, step increases shall be frozen for the duration of this agreement.